

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Scandius Biomedical, Inc.Application No./Patent No.: 10/812,609 Filed/Issue Date: 03/30/2004

Entitled:

Scandius Biomedical, Inc., a Corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Paul Re, Mark A. Johanson, Peter Marshall To: Scandius Biomedical, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Mark Farber  
Signature

Mark Farber

Printed or Typed Name

\_\_\_\_\_  
Assistant Secretary

Title

1/23/2009  
Date

(203) 492-5000

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

### ASSIGNMENT

We, Paul Re, Mark A. Johanson and Peter F. Marshall, residing respectively at 38 Robbins Road, Lexington, MA 02421, 5 Harvest Lane, Littleton, MA 01460 and 1842 Shirley Road, Lancaster, MA 01523, having invented improvements in APPARATUS AND METHOD FOR THE REPAIR OF ARTICULAR CARTILAGE DEFECTS and having executed an application for United States patent describing the same and based thereon (and we hereby authorize our attorney(s), authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. 10/261,899, filed 10/01/02), for good and valuable consideration, receipt of which is hereby acknowledged from Scandius BioMedical, Inc., a Delaware corporation having a place of business at 550 Newtown Road, Littleton, Massachusetts 01460, hereinafter called the Assignee (which term shall include its successors and assigns), do hereby sell, assign and transfer unto the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and the inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and said application and we do hereby authorize the Assignee to apply in our names or its own name for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for

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Walham, MA 02451  
Tel. (781) 290 0060*

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patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted

✓   
Paul Re

✓   
Mark A. Johanson

✓   
Peter F. Marshall

State of MASSACHUSETTS )  
County of MIDDLESEX ) ss.

Before me this 13<sup>th</sup> day of December, 2002,  
personally appeared Paul Re, who is to me personally known, and  
acknowledged the foregoing instrument to be his/her free act and  
deed.

SEAL

Winnifred M. Pickard  
NOTARY PUBLIC

My commission expires: WINNIFRED M. PICKARD  
Notary Public  
My Commission Expires February 25, 2005

State of MASSACHUSETTS )  
County of MIDDLESEX ) ss.

Before me this 13<sup>th</sup> day of December, 2002,  
personally appeared Mark A. Johanson, who is to me personally  
known, and acknowledged the foregoing instrument to be his/her  
free act and deed.

SEAL

Winnifred M. Pickard  
NOTARY PUBLIC

My commission expires: WINNIFRED M. PICKARD  
Notary Public  
My Commission Expires February 25, 2005

State of MASSACHUSETTS )  
County of MIDDLESEX ) ss.

Before me this 13<sup>th</sup> day of December, 2002,  
personally appeared Peter F. Marshall, who is to me personally  
known, and acknowledged the foregoing instrument to be his/her  
free act and deed.

SEAL

Winnifred M. Pickard  
NOTARY PUBLIC

My commission expires: WINNIFRED M. PICKARD  
Notary Public  
My Commission Expires February 25, 2005

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